

CONTRACT

between

BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE
IN THE COUNTY OF BERGEN

and

FORT LEE EDUCATION ASSOCIATION

AS OF

12/1/91

WILLIAMSON

X July 1, 1990 to June 30, 1993

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I - RECOGNITION	2
ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT	4
ARTICLE III - ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES	6
ARTICLE IV - TEACHER RIGHTS	9
ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES	11
ARTICLE VI - GRIEVANCE PROCEDURE	12
ARTICLE VII - NO-STRIKE PLEDGE	20
ARTICLE VIII - TEACHER EMPLOYMENT	
Certification	21
Placement on Salary Schedule	21
Returning to the District	22
Previous Sick Leave Accumulation	23
Notification of Contract and Salary	23
Tuition Reimbursement Plan	23
ARTICLE IX - TEACHER ASSIGNMENTS	25
ARTICLE X - VOLUNTARY TRANSFERS AND REASSIGNMENTS	26
ARTICLE XI - INVOLUNTARY TRANSFERS AND REASSIGNMENTS	27
ARTICLE XII - PROMOTIONS	29
ARTICLE XIII - TEACHER EVALUATIONS	31
ARTICLE XIV - TEACHER WORK YEAR	33
ARTICLE XV - TEACHING HOURS AND TEACHING LOADS	35
ARTICLE XVI - NON-TEACHING DUTIES	40
ARTICLE XVII - TEACHER FACILITIES	41

	<u>Page</u>
ARTICLE XVI - SALARIES	42
ARTICLE XIX - SICK LEAVE	45
ARTICLE XX - TEMPORARY LEAVES OF ABSENCE	52
ARTICLE XXI - EXTENDED LEAVES OF ABSENCE	55
ARTICLE XXII - HEALTH INSURANCE	60
ARTICLE XXIII - DEDUCTIONS FROM SALARY	62
ARTICLE XXIV - MISCELLANEOUS	65
ARTICLE XXV - SEPARABILITY AND SAVINGS	69
ARTICLE XXVI - FULLY BARGAINED PROVISIONS	70
ARTICLE XXVII - DURATION OF AGREEMENT	71

PREAMBLE

This Agreement is entered into the day
of , 1988, by and between the

BOARD OF EDUCATION OF THE BOROUGH OF
FORT LEE IN THE COUNTY OF BERGEN
hereinafter called the "Board", and the
FORT LEE EDUCATION ASSOCIATION
hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association, during the lifetime of this agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees and non-certificated classroom instructional aides who comprise the unit hereunder as follows:
1. Classroom teachers other than Department Heads
 2. Psychologists other than the Director of Special Education
 3. Nurses
 4. Librarians
 5. Guidance counsellors
 6. Social Workers
 7. Learning Disability Teacher Consultants
 8. Speech Therapists
 9. Classroom Instructional Aides
10. Summer School Teachers not including the Principal
- B. Unless otherwise indicated, the term "Teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above, and reference to male teachers shall include female teachers.
- C. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, evaluate, discipline or effectively recommend the same.
- D. The following personnel are hereby specifically excluded from the negotiation unit:
1. Per diem appointments

2. Substitutes, including long-term substitutes
3. All teachers, instructors, and other personnel of the Fort Lee Adult School.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I "Recognition," of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate Resolution of the Board and approved by appropriate Resolution of the Association by its internal procedures, shall be signed by the Board and the Association. Prior to execution of the Agreement, the Association's representatives shall notify the Board in writing that they are authorized to execute the Agreement in accordance with and in compliance with its internal procedures.
2. The Association shall submit its contract proposals to the Board of Education through the Superintendent of Schools no later than twenty (20) school days after the commencement of school in the calendar year preceding the calendar year in which this Agreement expires, and such

submission of proposals shall constitute the opening of formal negotiations.

3. The Board reserves the right to present a proposal of its own as well as counter-proposals to those presented by the Association. Such proposals shall be presented to the Association in writing within twenty (20) school days of receipt of the Association's proposals.
 4. Additional proposals, if any, shall be submitted no later than ten (10) school days following the submission in writing of the Board's proposals.
 5. During the school week following the twentieth (20th) school day subsequent to the receipt of proposals submitted pursuant to the provisions of A.3 or A.4 set forth above, whichever is later, the initial negotiations session between the Association and the Board shall be held.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

A. **INFORMATION**

The Board agrees to furnish to the Association, in response to reasonable requests made by the Association from time to time, available public information concerning the Fort Lee schools which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

B. **RELEASED TIME FOR MEETINGS**

Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, mutually arranged by the parties, he or she shall suffer no loss in pay.

C. **USE OF SCHOOL BUILDING**

The Association and its representatives have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of such meetings. Prior approval shall be required, but shall not be unreasonably withheld.

D. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual instruments at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. BULLETIN BOARDS

The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teachers' dining room. All material posted on said bulletin boards by the Association shall be signed by the appropriate designated representative of the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

F. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration. The nature and contents of any materials so circulated need not be disclosed to any administrative personnel, including building principals, and no penalties shall be imposed on any Association

representatives who refuse to disclose any related information being circulated in the mailboxes.

G. ATTENDANCE AT MEETINGS

Exclusive of all co-curricular and coaching personnel who have events scheduled, all teachers shall be permitted to be released from duties at the time of student dismissal at the end of the school day one (1) day per month for the sole and limited purpose of attending an Association meeting scheduled during that month. Written notice of the proposed date of said monthly Association meeting involved with teacher early dismissal from duties shall be provided by the Association to the Superintendent of Schools at least three (3) school days prior to the proposed date of said meeting, if possible.

H. EXECUTIVE RIGHTS

The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

I. The Board and Association shall be responsible for acquainting their respective members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of this Agreement by their respective members during the life of this Agreement.

ARTICLE IV
TEACHER RIGHTS

A. RIGHTS AND PROTECTION

Pursuant to Chapter 123, Public Law of 1974, as amended, the Board and the Association hereby agree that every teacher of the Board covered by this Agreement shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123 and that they shall not discriminate against any teacher by reason of his membership or non-membership in the Association and its affiliates, or his participation or non-participation in any activities of the Association and its affiliates.

B. EVALUATION OF STUDENTS

The teachers shall have the responsibility of determining grades and other evaluations of students within the guidelines of grading policies of the Fort Lee School District. No grade or evaluation will be changed without consultation with the teacher. In the event that the teacher does not agree to a grade change, or is not available for a conference, an administrative grade may be given by the Principal. The

record shall clearly indicate that the grade given in such instances was not the teacher grade.

C. ASSOCIATION IDENTIFICATION

No teacher shall be prevented from wearing reasonable pins or other reasonable identification of membership in the Association or its affiliates.

D. STATUTORY SAVINGS

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE VI
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. The term "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract of a non-tenure teacher.
 - b. In matters where a method of review is prescribed by law, or by any rule, regulation or by law of the State Commissioner of Education or the State Board of Education.
3. The term "teacher" shall mean any regularly employed individual covered in Article I, "Recognition."
4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent them.
5. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

6. The term "party" means an aggrieved teacher, the immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

B. PURPOSE

1. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the teacher who has been aggrieved or by the Board or the Association.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting teachers.
3. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every

reasonable effort should be considered to expedite the process. The time limits may be extended, however, by mutual agreement.

2. An aggrieved teacher shall institute action under the provisions hereof within twenty (20) school days of the occurrence of the grievance. Failure to act within said twenty (20) day period shall be deemed to constitute an abandonment of the grievance.
3. An aggrieved party may, at his election, first discuss the grievance informally with his principal or immediate superior, or discuss such grievance with his principal or immediate superior through the Association's designated representative with the objective of resolving the matter informally.
4. Whenever the teacher appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. A teacher shall first discuss his grievance orally with his immediate superior (supervisor or principal). Where the immediate superior is below the position of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) school days of said hearing.
6. If the grievance is not resolved to the teacher's satisfaction within five (5) school days from the

determination referred to in Paragraph 5 above, the teacher shall submit his grievance to the Assistant Superintendent of Schools or Director of Elementary Education in writing, specifying:

- a. The nature of the grievance;
- b. The results of the discussion;
- c. The basis of his dissatisfaction with the determination.

- 7. A copy of the writing called for in Paragraph 6 above shall be furnished by the aggrieved teacher to the school principal and to the immediate superior of the aggrieved teacher.
- 8. Within ten (10) school days from the receipt of the written grievance, the Assistant Superintendent or Supervisor of Instruction shall hold a hearing at which all parties in interest shall have the right to be heard.
- 9. Within ten (10) school days of said hearing, the Assistant Superintendent or Supervisor of Instruction shall, in writing, advise the teacher and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved teacher.
- 10. In the event of the failure of the Assistant Superintendent or Supervisor of Instruction to act in accordance with the provisions of Paragraph 8 and 9, or,

in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) school days of the determination by him, may appeal to the Superintendent.

11. Appeals to the Superintendent shall follow the procedure outlined in Paragraphs 6 through 9. As part of the aggrieved teacher's compliance with Paragraph 7, the aggrieved teacher shall include the Assistant Superintendent as a recipient of the writing called for in Paragraph 6.
12. If the aggrieved party is not satisfied with the disposition of his grievance at the Superintendent's level, or if no decision has been rendered within fifteen (15) school days after reaching the Superintendent of Schools, the aggrieved party may request that the Association request a hearing of the Board. The Association's request shall be in writing, setting forth the reasons, and be transmitted within fifteen (15) school days to the Superintendent of Schools, who shall attach related papers, including copies of those requested by the Association and forward the request to the Board. The Board, or a committee thereof, shall hear the grievance within fifteen (15) school days. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a

written decision within ten (10) school days from the date of the close of the hearing, setting forth reasons for its decision. Copies of such decision shall be transmitted to the aggrieved party and the Association within five (5) school days from the date the decision was rendered by the Board.

13. Grievance initiated by the Board shall be filed directly with the Executive Board of the Fort Lee Education Association within ten (10) school days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) school days after filing a grievance between the representatives of the Board and the Fort Lee Education Association in an earnest effort to adjust the differences between the parties.
14. In the event a teacher is dissatisfied with the determination of the Board, he shall request that the Association pursue arbitration according to rules and regulations established by the American Arbitration Association. In the event the Board is dissatisfied with the determination of the Association, it shall have the same right to request arbitration. The authority of any arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from or modify any of said provisions. In rendering his decision, the Arbitrator may take into consideration arguments of past practice only as they

relate to the particular grievance under consideration, provided, however, that the issue of past practice shall be confined to terms and conditions of employment and shall not include any matters involved with education policy decisions. In rendering his decision, the Arbitrator shall be bound by the laws of the State of New Jersey and the United States, decisions of the Courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education. The decision of the Arbitrator shall be binding upon the parties.

15. A request for arbitration shall be made no later than twenty (20) school days following the determination at the prior step. Failure to file within said time shall constitute a bar to such arbitration unless the Association and the Board shall mutually agree upon a longer period of time within which to assert such a demand.
16. In the event of arbitration, the costs of the Arbitrator's services shall be borne equally by the Board and the Association. All other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
17. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected

representatives as are heretofore referred to in this
Article.

ARTICLE VII

NO-STRIKE PLEDGE

- A. The Association agrees that during the term of this Agreement, neither the teacher organization nor any person acting on its behalf will cause, authorize or support any strike or any other job action, or the invocation of sanctions against the Board. Should a strike or other such job action occur, the Association shall attempt to direct its members to fulfill their responsibilities hereunder.
- B. The teachers participating in the aforementioned actions may subject themselves to appropriate disciplinary action.

ARTICLE VIII
TEACHER EMPLOYMENT

A. CERTIFICATION

1. Standard Certification

The Board agrees to make every reasonable effort to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

2. Notification

The Superintendent shall annually report to the Association in writing, the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule in accordance with the present prorating system of steps.

2. Credit for Experience

Whenever a person shall hereafter accept office, position or employment as a teacher, his initial place on the salary schedule shall be at such point as may be agreed upon by the teacher and the Board of Education. The Board shall evaluate his outside educational experience and has the sole right to fix starting salary.

C. RETURNING TO THE DISTRICT

1. A teacher with teaching experience credited by the Fort Lee Board of Education who may return to Fort Lee teaching employment following a period not involving such employment, upon return to said Fort Lee employment shall retain all of the said experience credited by the Fort Lee Board of Education as of the date of the said interruption of teaching under employment by the Fort Lee Board of Education.
2. Every teacher who after July 1, 1940, has served or hereafter shall serve, in the active military or naval service of the United States or of this State, including active service in the Women's Army Corps, the Women's Reserve of the Naval Reserve, or any similar organization authorized by the United States to serve with the Army or Navy, in time of war to or in connection with the operation of any system of selective service, shall be entitled to any employment or adjustment increment to which he would have been entitled if he had been employed for the same period of time in some publicly owned and operated college, school or institution of learning in this or any State or territory of the United States, except that the period of such service shall not be credited toward more than 4 employment or adjustment increments.

D. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated leave days shall be restored to all returning teachers in accordance with Section C above.

E. NOTIFICATION OF CONTRACT AND SALARY

Teachers shall be notified of their contract status for the ensuing year no later than April 30 of any year, and shall be notified of their salary status after the final guide has been adopted.

F. TUITION REIMBURSEMENT PLAN

The Board agrees to pay up to a maximum of \$60,000.00 for the 1990-1991 school year, \$67,500.00 for 1991-1992 school year, and \$75,000.00 for the 1992-1993 school year for tuition reimbursement for courses the first class of which begins after June 30 of the applicable year. Said tuition reimbursement shall be paid to teachers who apply for reimbursement on a first come first served basis for courses approved by the superintendent of schools as follows:

1. The use of the Request for Course Approval will be in effect and must continue to be submitted to the Director of Elementary Education for future approval before taking a course which the teacher anticipates will be reimbursed. The approval form must be completed in its entirety.
2. Reimbursement is effective for graduate courses at an accredited college or university beginning on or after July 1 of each school year.
3. Reimbursement will annually be set at the lowest current rate being charged at a New Jersey college as of July 1 of that year.
4. Request forms submitted for approval will be placed in rank order as they are received.

5. A receipt of payment from the college or university under whose aegis the course will be taken must be submitted to the Office of the Director of Elementary Education. At that point the course request form will be reactivated and the information verified.
6. At the completion of the course an official transcript from the college or university must be submitted to the office of the Director of Elementary Education for processing. Reimbursement will then be made on a first come, first served basis.
7. The maximum yearly amount of money to be reimbursed for all claimants is \$60,000 for school year 1990-1991, \$67,500 for 1991-1992 and \$75,000 for 1992-1993.

ARTICLE IX
TEACHER ASSIGNMENTS

A. NOTIFICATION

1. Date for Presently Employed Teachers

Every reasonable effort will be made to give teachers written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 10.

2. New Teachers

The Superintendent, or his designee, shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 10.

3. Revisions

In the event of changes in such schedules, class and/or subject assignments building assignments or room assignments, are posted after August 10, the Association and any affected teacher shall be notified in writing as soon as possible.

B. TRAVELING TEACHERS

Teachers who may be required to use their own automobile in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the prevailing Board rate.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

No later than April 30 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which are expected to occur during the following school year.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignments, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent or his designee. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, and school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than February 1, and must be resubmitted annually by the teacher desiring such change.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. USE OF VOLUNTARY REQUESTS

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position, and provided that the transfer or reassignment does not conflict with the instructional requirements of the School District.

B. NOTICE

Notice to the teacher or teachers involved in an involuntary transfer or reassignment shall be given as soon as practicable, and except in cases of emergency, not later than April 30.

C. MEETING AND APPEAL

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason therefor.

In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent or his designee shall meet with him. The decision of the Superintendent shall be final and nonappealable and not subject to the grievance procedure.

In the event a teacher believes that the procedures outlined in Section B and C have not been followed, he shall immediately notify the Superintendent of such procedural defects. The Superintendent will have twenty (20) school days from such notification to rectify the procedural defects. In the event the Superintendent fails to rectify such defects the teacher may grieve such failure in accordance with Article VI.

D. PRIORITY IN REASSIGNMENT

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned.

ARTICLE XII

PROMOTIONS

A. POSITIONS INCLUDED

Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibilities.

1. Date of Posting

When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limits specified in the notice and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications must be renewed annually for consideration for future vacancies.

2. Application Procedure

Teachers who desire to apply for a promotional position which may be filled during the summer when school is not regularly in session, shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. Insofar as practicable, the Superintendent shall notify such teachers of any vacancy

in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent shall send a list of promotional positions to be filled during the summer period to the Association.

B. CRITERIA FOR NOTICE

In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

C. PROCEDURE

All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

ARTICLE XIII
TEACHER EVALUATION

A. NON-TENURED TEACHERS

1. Frequency

Non-tenured teachers shall be evaluated by their immediate superiors at least three (3) times during their first school year in the district, and at least two (2) times in their second and third years in the district. Such evaluation shall be followed by a written evaluation report and a conference between the teacher and his immediate superior for the purpose of identifying the teacher's strengths, deficiencies and recommendations for correction and improving instruction.

B. EVALUATION PROCEDURE

1. Reports

Evaluation reports shall include, when pertinent:

- a. Strengths of the teacher as evidenced during the period since the previous report.
- b. Weakness of the teacher as evidenced during the period since the previous report.
- c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

2. The teacher has the right to respond to any negative comments on an evaluation report, and the same shall be made part of his permanent file.

ARTICLE XIV
TEACHER WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Ten (10) month personnel

The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-three (183) days, plus a maximum of three (3) days of orientation, at the beginning of each school year, and one (1) wind-up day at the end of each school year. An exception to the one hundred eighty-three (183) day requirement shall be made for Guidance Counsellors, Learning Disabilities Specialists and Social Workers, whose in-school work year shall not exceed one hundred eighty eight (188) days. The Guidance Counselors shall report for work the three (3) working days immediately preceding Orientation Day. An additional exception: School Psychologists shall serve under a ten (10) month contract extending from September 1 to June 30 of the school year.

2. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Inclement Weather

Teacher attendance shall not be required when students' attendance is not required due to inclement weather.

ARTICLE XV
TEACHING HOURS AND TEACHING LOADS

A. TEACHER DAY

1. Check-in Procedure

In accordance with the present practices, teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" roster.

2. Arrival and Dismissal Time

All teachers shall be in their homerooms or on a duty assigned by the principal in advance of the opening of school each morning for the following period of time:

High School	10 minutes
Intermediate School	10 minutes
Elementary School	15 minutes

and ten minutes before opening of the afternoon session in the elementary schools. Teachers unable to comply are required to communicate with the telephone answering service so proper provisions can be made for replacement.

The term "opening of school" shall mean the time when pupils have assigned responsibility to an assigned room, e.g., 8:32 a.m. at the Intermediate School, which means teacher shall be in homeroom or on an assigned duty at 8:22 a.m.

Fridays only

* On one administratively scheduled day each week teachers will remain at their teaching station for 41 minutes.

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

On days when students are scheduled for a half day, teachers shall remain on duty for ten (10) minutes after student dismissal time; however, on those half days when a workshop is scheduled, the workshop shall commence at 2:10 p.m. and end at 4:00 p.m. On the day before the Thanksgiving and Christmas holidays, student dismissal time shall be 12:30 p.m. for the Middle and High School and 1:00 p.m. for the Elementary Schools.

Teachers shall have a daily duty-free period as follows:

- a. Elementary School - 50 minutes
- b. Intermediate and High School - one (1) scheduled period.

C. MEETINGS

1. Faculty and Other

Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings to a total of twelve (12) per year except for periods preceding Middle State's Evaluation and New Jersey State Evaluation, when more meetings may be required.

The meetings shall have a maximum duration of 50 minutes and shall not be scheduled for any Friday or any day immediately preceding any legal holiday except in case of an emergency. The starting time for said meetings is as follows:

Elementary Schools	3:10 p.m.
Middle School	2:55 p.m.
High School	3:00 p.m.
District Meetings	3:15 p.m.

D. PREPARATION TIME

1. Grade Level

Classroom teachers shall, in addition to their lunch period, have preparation time as follows:

a. Elementary School (Grades K-6)

An average of five (5) periods per week (aggregating 200 minutes per week), subject to the Board's right to use teachers as substitutes to cover a class for an absent teacher.

b. Intermediate and High School

An average of five (5) periods per week, subject to the Board's right to use teachers as substitutes to cover for an absent teacher.

c. Compensation

A teacher who gives up a preparation period to substitute for another teacher when he/she is late or absent shall be reimbursed for such loss based upon the following schedule: Substitution for 0-10 minutes - no payment

Substitution for over 10 minutes - \$8.00

Payment shall be made whether the substitute teacher takes over all or part of the absent teacher's classes. Time taught shall be based upon check-in time of the teacher who is late in the principal's office.

The assignment of the substitute teacher must be authorized by the principal or his/her designee.

E. EXTRACURRICULAR ACTIVITIES

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule B, and other currently existing extra-curricular activities are educationally worthwhile.

ARTICLE XVI

NON-TEACHING DUTIES

- A. The present practices shall be continued for the life of this Agreement.

ARTICLE XVII
TEACHER FACILITIES

- A. The Board agrees to make every reasonable effort to provide adequate teacher facilities.
- B. The Board agrees to provide an answering service for teachers to report unavailability for work.

ARTICLE XVIII

SALARIES

A. SALARY SCHEDULE

1. The salary schedule for the school year September 1, 1990 through June 30, 1991, is set forth in Schedule A - Exhibit C, which is attached hereto and made a part hereof.
2. The salary schedule for the school year September 1, 1991 through June 30, 1992, is set forth in Schedule A - Exhibit C-1, which is attached hereto and made a part hereof.
3. The salary schedule for the school year September 1, 1992 through June 30, 1993, is set forth in Schedule A - Exhibit D-1, which is attached hereto and made a part hereof.

B. WITHHOLDING OF INCREMENTS

1. The Board may withhold, for inefficiency or other just cause, the increment of any teacher.
2. Increments may be withheld in accordance with the following:
 - a. A teacher shall be notified of the deficiencies.
 - b. A teacher shall be given a reasonable amount of time to make up such deficiencies.

- c. The teacher shall have the opportunity of discussing the matter with the Superintendent prior to a decision by the Board.
- d. The withholding of an increment by the Board may be appealed to the Commissioner of Education, who will consider due process as substantive matters in rendering his decision.
- e. A withholding of increment shall not be subject to the grievance procedure.

C. METHOD OF PAYMENT

- 1. The Board shall adopt a salary payment schedule under which members of the bargaining unit shall be paid on alternate Fridays commencing 9/10/82. It is understood that if any out-of-pocket expenses are payable to install the plan, the Association shall pay for said expenses up to a maximum of \$5,000.00.

- 2. Exceptions

When a pay-day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

D. EXTRA-CURRICULAR ACTIVITIES

Teacher participation in extra-curricular activities as listed in Schedule B shall be voluntary whenever possible and shall be compensated according to the rate of pay in Schedule B-1, Schedule B-2 and Schedule B-3. Currently existing

extracurricular activities that carry no compensation shall be thus continued.

E. PAYROLL SAVINGS PLAN

Each teacher may individually elect to have a percentage of his salary deducted from his pay checks and deposited within ten (10) school days from the dates of the pay period in the East Bergen Federal Credit Union.

F. ATHLETIC COACHES' COMPENSATION

Bonuses for teachers employed as interscholastic coaches for the sports listed on attached Schedules C-1, C-2 and C-3 shall be as indicated.

G. RECREATION INSTRUCTION FOR AFTER-SCHOOL HOURS

Bonuses for recreation instruction for after-school hours shall be fixed and determined pursuant to the terms of Schedule D-1, D-2 and D-3 as indicated.

H. ELIMINATION OF DIFFERENTIAL

The \$400.00 salary differential which has been paid to qualified teachers holding a masters degree in the Teaching of Reading prior to the 1988-1989 school year shall continue to be paid. Any new teacher hired to commence employment September 1988 or present staff who become qualified subsequent thereto shall not be eligible for or receive such differential in salary and same is hereby eliminated.

ARTICLE XIX

SICK LEAVE

1. Teachers shall be allowed sick leave with full pay for ten school days in each school year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.
2. Teachers are also granted the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (meaning, the portion that is beyond the accumulated sick leave days) regular salary less the \$35 daily pay of substitute (with this \$35 amount pro-rated for part time personnel) for all teachers (regardless of whether a substitute is employed), under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of school days in a continuous absence thus to be covered by the difference in pay to depend upon the number of school days of teacher's accumulated sick leave at the onset of this absence for illness or injury according to the following table:

Days Accumulated

Additional Days

1 - 30

Two days for each day listed in the column to the left.

31 or more

Two days for each day listed in the column to the left except that the maximum will be 65.

* This \$35.00 daily rate for substitute service for the school year 1984-85, and for each subsequent school year, shall be used in the said calculation for the said school year regardless of whether no substitute was employed, or the employed substitute was compensated at a rate in excess of \$35.00 daily (as is sometimes the case for long-term substitutes who are paid per the regular teachers' salary guide). This \$35.00 figure is increased to \$40 after the fifth day of continuous service in the same position.

3. The following additional sick leave benefits are operative for teachers at the time of their retirement, thus in effect establishing for teachers a terminal leave provision:
 - a. Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employees' Retirement System.

- b. These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be 75% of the number of days credited cumulative sick leave as of the time of retirement, except that not more than 100 days totally of this payment within the terminal leave period shall be allowed.
 - c. The said salary payment within the period of terminal leave shall be calculated on the basis of 1/20 of the employee's monthly salary rate at the time of retirement as the determinant of the rate of compensation which shall be paid within the said leave period for each day of said terminal leave.
 - d. In administering this benefit it is expected that the terminal leave period will commence at the close of a regular school year.
4. Any teacher wishing to exercise the foregoing sick leave provision of paragraph B above should complete in triplicate copies the following "Employee's Statement" section of this form, Exhibit A, page 50. The teacher should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the covering note** of justification from the teacher's personal doctor and also a stamped envelope self-addressed to the teacher.

**** Note necessary only when more than 5 days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the teacher's appertaining illnsss or injury.**

The teacher may expect the Medical Director to mail back to the teacher the original copy (first) of this form signifying the action taken by the Medical Director. The teacher should then send this completed form to the Secretary of the Fort Lee Board of Education.

5. The report form titled Employee's Report of Reason for Absence, Exhibit B, Page 51, shall be completed in duplicate with a pen and submitted to the teacher's immediate supervisor not later than the first day upon which the teacher returns to work following any day of absence for any reason.

Whenever the sick-leave absence of any teacher of the Board of Education shall have passed ten consecutive working days, said teacher shall submit to the Secretary of the Board of Education by the fifteenth consecutive working day, whsther or not said employee shall have returned to work by said fifteenth day, starting the counting of said fifteen days with the initial day within said absence period, a certificate from a physician, engaged by said teacher, delineating (1) the physician's diagnosis of the involved illness or injury, and (2) the physician's prognosis of the anticipated date for said teacher's capacity for return to his regular employment with the Board of Education. Said prognosis should stipulate any

indicated need for part-time, with extent thereof, rather than full-time work in said employment, and any indicated need for physical or other limitation of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forthwith present a copy of said medical certificate to the members of the Fort Lee Board of Education and to the Superintendent of Schools (the latter, however, not to be thus involved with employees in the office of the Secretary of the Board of Education).

EXHIBIT A

EXHIBIT B

ARTICLE XX
TEMPORARY LEAVES OF ABSENCE

A. ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

1. Emergency Leave

A total of five days' leave shall be allowed an employee without pay deduction, when his absence is necessitated by:

- a. Court Order (inclusive of a Selective Service Board Directive).
- b. Death, critical illness, injury to or an emergency in a member of his immediate family (father, mother, brother, sister, husband, wife or child), or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), a teacher's grandparents and teacher's spouse's grandparents, plus members of a teacher's immediate household.
- c. Any emergency to personal property and residence.

The employee may be required to submit to the Board of Education, through the Superintendent of Schools, a statement of the necessity for his absence. In case the employee claims illness of a relative, the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency

leave claim and to direct appropriate salary deductions in the event that more than five days' absence in any one year is imperative.

2. Personal Leave

Annually one (1) day of personal leave shall be allowed a teacher, without pay deduction. Written application to the teacher's Principal or other immediate superior for such personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he/she is taking it under this Section, except however that a personal day shall not be used the day before or the day after a school holiday, but this limitation shall not be applicable where the absence is required by Court Order.

- B. The report form titled Employee's Report of Reason for Absence, Exhibit B, Page 51 shall be completed in duplicate with a pen and submitted to the teacher's immediate superior not later than the first day upon which the teacher returns to work, following any day of absence for any reason.
- C. No teacher employed by the Board of Education shall remain absent from said teacher's work over more than ten consecutive working days for any purpose other than said teacher's personal illness or injury except as such teacher seeks and receives advance approval from the Board of Education, through the Superintendent of Schools, to cover said absence in excess

of said ten consecutive working days, with the allowed deviation as stipulated in the following statement. The Superintendent of Schools is empowered to extend such span of absence beyond said ten day period, up to the next date on which the Board of Education will meet.

ARTICLE XXI
EXTENDED LEAVES OF ABSENCE

- A. Additional sick leave allowance as set forth in Article XIX, Sick Leave, paragraph B.
- B. The following maternity leave provisions:

All pregnant teachers may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth subject to the following conditions:

 - 1. a. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 - b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - c. Exact dates of the leave will be arranged, if possible, to coincide with changes in semesters. Where medically contraindicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.
 - d. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

2. The employee at her option may request a leave of absence without pay for a period beyond the physical disability date for the purpose of suspending her career to care for the newborn child. Any such leave requested by the employee for the balance of the school year in which the birth occurred shall be granted by the Board. In addition, at the teacher's option, she may also take unpaid leave for the entire next two (2) school years.
3. The leave of absence granted a non-tenured teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
4. Except as provided above, no teacher shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, on or before March 1 of the school year prior to the year in which the teacher desires to return from child care absence, the teacher shall indicate to the Board, in writing, that she intends to return to teaching the following September. Failure to so notify the Board will be deemed to be a waiver by the teacher of her right to return from maternity that year.
5. The time spent on maternity leave shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.

6. No teacher shall be removed from her teaching duties during pregnancy, except upon one of the following:
- a. The Board has found her teaching performance has substantially declined from the time immediately prior to her pregnancy.
 - b. Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical capacity shall be deemed to exist if:
 - (1) The pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or
 - (2) The Board's physician and the teacher's physician agree that she can not continue teaching, or
 - (3) Following any difference of medical opinion between the Board's physician and the teacher's physician, a physician selected jointly by the Board and the teacher shall render a binding opinion on the physical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
 - c. Any other just cause.

- C. The report form S-29, titled Employee's Report of Reason for Absence, Exhibit B, Page 51, shall be completed in duplicate with a pen and submitted to the teacher's immediate superior not later than the first day upon which the teacher returns to work, following any day of absence for any reason.

D. EXTENDED PERSONAL LEAVE

Teaching staff members may apply for and shall receive extended leave for an entire school year without pay in accordance with the following conditions:

- A. Application must be received in writing by the Superintendent of Schools on or before March 1 of the school year preceding the school year for which the leave is requested.
- B. The leave of absence shall be without pay or fringe benefits.
- C. The period of absence shall be for an entire school year only and not for any part thereof.
- D. The number of staff members entitled to receive said leave shall be limited to 2% of the teaching staff of the district as of March 1 of the year for which the leave is granted.
- E. In the event the number of applicants exceeds the 2% limit, the applications shall be granted solely on the basis of seniority in the school district.
- F. (a) Each applicant, before being granted the requested leave shall certify that during the period of the

leave he or she shall not engage in teaching in the State of New Jersey.

- (b) Each applicant, before being granted the requested leave shall certify that he or she is obligated to return to employment in the Fort Lee school district at the commencement of the school year immediately following completion of the leave of absence unless prevented from doing so because of illness.

ARTICLE XXII
HEALTH INSURANCE

- A. The Board will provide, at Board expense, for employees covered under this Agreement, the following health insurance benefits:
1. New Jersey Blue Cross hospitalization.
 2. New Jersey Blue Shield medical-surgical, including Rider J.
 3. Major Medical insurance.
- B. The Board may change insurance carriers at its option and after notification to the Association, provided substantially similar benefits are provided.
- C. The Board agrees to continue, at Board expense, the present or substantially similar dental coverage plan for all employees covered by this Agreement during the school year 1990-1991, 1991-1992 and 1992-1993. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.
- D. (Deleted)
- E. The Board agrees to pay up to a maximum of \$27,000.00 for the 1990-1991, 1991-1992, and 1992-1993 school year for an optical coverage plan for all employees of the school district including the employees covered by this Agreement and other school district employees with whom the Board by a separate

written contract agrees to provide optical coverage. Any additional cost of such plan shall be borne by the individual district employee by way of payroll deduction. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

F. The Board of Education shall continue to provide the present or substantially similar, prescription drug plan for all employees covered by this Agreement for the 1990-1991, 1991-1992, and 1992-1993 school years. The Board reserves the right, at its option, after notification to the Association, to change insurance carriers provided substantially similar benefits are provided.

G. Effective 1986-87 the Board of Education will pay the premiums for Health Benefits coverage under the State Health Benefits Plan and for Part B of the Federal Medicare Program for a retiree who retires after twenty-five (25) years or more of service credited in the retirement system (but not including an employee who elects deferred retirement) or who retires on a disability pension based on fewer than twenty-five (25) years service pursuant to the authorization conferred by P.L. 1974, Ch. 88.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers dues which said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e and under rules established by the State Department of Education. Said monies, together with records of any correction, shall be transmitted to the Treasurer of the Association. The Association Treasurer shall disburse said monies to the appropriate Association or Associations. Teacher authorizations shall be in writing.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.
- C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the

Board in reliance upon salary deduction cards submitted by the Association to the Board.

- D. Upon the written voluntary request of any teacher the Board agrees to deduct from said teacher's salary an amount so specified in writing by said teacher, said deducted amount to be paid over by the Board upon said teacher's written direction to any annuity or disability insurance plan designated by the teacher and agreed to by the Association. It is understood and agreed that the sole limited and exclusive responsibility of the Board is to make the authorized deduction and to pay over the same to the designated recipients and that there shall be no other liability upon the Board in connection herewith except for deliberate malfeasance; it is further understood and agreed that under no circumstances shall the Board be required to (i) become a party to any annuity agreement or disability plan and (ii) make any contribution whatsoever now or in the future, to the annuity plan or disability plan, it being fully understood that the Board is acting for the mere purpose of making the deduction and paying the same over upon the written authorization and direction of the individual teacher. Nothing herein contained shall require the Board to make payments to more than one plan for all teachers at any one time.
- E. In connection with the said deductions and payments for annuity and/or disability plan as set forth in "D" above,

Association and/or the individual teacher must furnish to the Board (i) written notice 30 school days prior to the effective date of the initial deduction to be made and (ii) written notice 30 school days prior to the effective date of any change whatever in the aforementioned deduction or plan. It is understood and agreed that the sole obligation of the Board shall be to deduct and to remit in accordance with the written authorization and direction of the teacher.

- F. In connection with the annuity and/or disability plan deduction provided in "D" above the Association will provide the necessary authorization and direction forms and will secure the signature of its members on the forms and deliver the signed forms to the Board Secretary or his designee. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon annuity and/or disability plan deduction authorization forms submitted by the Association to the Board.
- G. Subject to the right of the Association to change the disability plan, the Association approves the N.J.E.A. Disability Insurance Plan underwritten by Washington National Insurance Company.

ARTICLE XXIV

MISCELLANEOUS

- A. Any individual contract between the Board and an individual teacher shall be consistent with the terms and conditions of this Agreement. The contract with a non-tenure teacher shall carry a clause providing for termination of the contract by either party upon a thirty-day notice.
- B. Copies of this Agreement shall be printed at the joint expense of the Board and the Association.

C. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:

1. If by Association to Board at:

School No. 1
Whiteman Street
Fort Lee, New Jersey 07024

2. If by Board to Association at:
Fort Lee Education Association
Building to be determined as requested
by Association.

D. AGENCY SHOP REPRESENTATION FEE

1. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee to the extent and only

to the extent permitted and authorized by law will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative as recognized by the Board of Education in this Agreement.

2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fee

To the extent and only to the extent permitted and authorized by law the Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and will transmit the amount so deducted to the Association.

The Board agrees to deduct the aforementioned representation fee in equal monthly installments, as nearly to the extent and only to the extent permitted and authorized by law as possible, during the remainder of

the membership year in question. The deductions will begin 30 days after the teacher begins his or her employment in a bargaining unit position.

4. Termination of Employment

If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board to the extent and only to the extent permitted and authorized by law will deduct the unpaid portion of the fee from the last paycheck paid to said teacher during the membership year in question and forward same to the Association. In the event that an employee terminates his or her employment in such a manner that the Board is unable to make deductions from future checks, the Board is relieved of its obligation to make such deductions as to such employees.

5. Mechanics

Except as otherwise provided in this Article and to the extent and only to the extent permitted and authorized by law, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. The Association herein and hereby indemnifies and holds the Board of Education harmless from and against any and all claims made or alleged against the Board of Education by virtue of and/or growing out of the Board's performance pursuant to the provisions of this Article.

ARTICLE XXV

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be in full force as of July 1, 1990 and shall remain in full force and effect through June 30, 1993.

FORT LEE EDUCATION ASSOCIATION

By *Ann Skellery*
President

Attest:

Secretary

FORT LEE BOARD OF EDUCATION
FORT LEE, NEW JERSEY

By *Jo Ann F. Rivlin*
President

Attest:

Ch. A. Barth
Secretary

Members of Negotiating Committee:

Roy Pearl
John A. Coles
Andrew J. Green
Joseph L. Lualaba
Kelcie Greenberg

TO: Fort Lee Board of Education

Re: Agreement with the Fort Lee Board of Education and the
Fort Lee Education Association.

Dated:

This is to certify that the undersigned have been duly authorized by the Fort Lee Education Association to execute the above entitled agreement to which this certification is attached on behalf of the Fort Lee Education Association and in accordance and in compliance with the internal procedures of the Fort Lee Education Association.

Dated:

SCHEDULE A
SALARY GUIDES

1. Teacher Salary Guide for 1988-1989 Exhibit C - two (2) pages
 2. Teacher Salary Guide for 1989-1990 Exhibit C-1 -to be filled in when completed
 3. School Psychologist's Salary Guide -Exhibit D - one (1) page
 4. Salary Guide for Guidance Counselors -Exhibit E - one (1) page
 5. Provision for Points between Salary Guide Classes - Exhibit F -two (2) pages
 6. Differentials paid to Fort Lee Teachers -Exhibit G - one (1) page
 7. Grandfather's Clause for Special Education Teachers- Exhibit H -one (1) page
 8. Classroom Instructional Aides -Exhibit I -one (1) page
 9. Summer School Aides -Exhibit J -one (1) page
- Page 1

EXHIBIT C (Page 1)

FORT LEE TEACHERS' SALARY GUIDE SCHEDULE FOR 1990-1991

Years of
Credited
Experience

	I		II		III		IV	
1	27165		27365		29235		30890	
2	27665	500	28115	750	30135	900	31790	900
3	28165	500	28865	750	31085	9500	32740	950
4	28715	550	29665	800	32035	950	33690	950
5	29265	550	30755	1090	33135	1100	34840	1150
6	29915	650	31905	1150	34235	1100	35990	1150
7	30885	970	33055	1150	35335	1100	37190	1200
8	31935	1050	34205	1150	36685	1350	38590	1400
9	33135	1200	35405	1200	38035	1350	39990	1400
10	34385	1250	36655	1250	39385	1350	41390	1400
11	35685	1300	37955	1300	40735	1350	42790	1400
12	36985	1300	39355	1400	42235	1500	44290	1500
13	38485	1500	41005	1650	43935	1700	46090	1800
14	42685	4200	45705	4700	48935	5000	51090	5000
15	47685	5000	51005	5300	54435	5500	56590	5500

EXHIBIT C (Page 2)

DEFINITION OF TEACHERS' SALARY GUIDE CLASSES FOR 1990-1993

CLASS I

B.A. or less

CLASS II

B.A. plus 30 point (program not defined), or
M.A. (program not defined) - with approval of
courses by the Superintendent of Schools

CLASS III

M.A. (program not defined) plus 30 points
(program not defined) -with approval of
courses by the Superintendent of Schools

CLASS IV

M.A. (program not defined) plus 60 points
(program not defined) -with approval of
courses by the Superintendent of Schools

EXHIBIT D

SALARY GUIDE FOR SCHOOL PSYCHOLOGIST

School psychologist shall serve under a 10 Month contract extending September 1 to June 30 of the school year.

School Psychologist shall have a daily working schedule that matches the daily working schedule of teachers, as 8:45 a.m. to 3:30 p.m. with 50 minutes for lunch, thus providing a minimum of 5 3/4 hours of daily service.

School Psychologist shall be compensated thus:

1. The initial salary of newly employed psychologist shall be established by mutual agreement of the Board of Education and the psychologist following a recommendation on this matter as submitted to the Board by the Superintendent of Schools. This salary will be based upon a pre-employee determination of a proper place within the teachers' salary guide, with adjustment of the figure thus evolving in terms of the following two considerations.
2. A psychologist possessing a doctorate shall receive for this doctorate a differential of \$800 above his proper place within the teachers' salary guide, as said proper place is determined per item No. 1 above.
3. For Service as a school psychologist there shall be a difference of \$2,000 above the salary as determined by way of points No. 1 and No. 2 above.

EXHIBIT E

SALARY GUIDE FOR GUIDANCE COUNSELORS

Guidance Counselors shall be employed on a full-time basis under a 10 month contract.

Guidance Counselors shall work 30 minutes daily beyond the employment time for teachers within their respective school. This 30 minute period shall follow the close of the assigned working day for teachers.

The work year for Guidance Counselors shall include a total of 5 days that are in addition to the days for which teachers are assigned. These days shall be scheduled as follows:

- A. Two days of additional service after the close of the regular school year.
- B. Three days of additional service prior to the Orientation Day for teachers.

For Guidance Counselors, the appointing principal shall establish in-the-building time for lunch not in excess of one hour except that a lunch period of an hour may be taken away from the building on days that school is not in session in the afternoon.

The Guidance Counselors of the high school shall be directly responsible to the Guidance Director of the high school. The Guidance Counselors of the Middle School shall be directly responsible to the Principal of the Middle School.

The annual salary of a Guidance Counselor shall be above the annual salary this person would receive in terms of proper place as a regular teacher on the Teachers' Salary Guide, in the amount of \$800 in the first year of service as a Guidance Counselor, and \$1,400 in the third year of service as a Guidance Counselor.

EXHIBIT F

PROVISION FOR POINTS BETWEEN SALARY GUIDE CLASSES

At the earliest possible date in advance of September 1 of any school year by which a teacher will be confident that he/she will expect to qualify for advancement beyond his/her current salary guide class, inclusive of mid-point possibilities, effective for said September 1, he/she should prepare and send to the Superintendent of Schools two completed copies of the form, "Record of Superintendent's Approval for Advance Study Relating to Salary Classification."

When a teacher completes 10 semester hours as approved by the Superintendent of Schools for credit toward the 30 semester hour requirement differential between salary guide classes, the teacher will qualify for a salary adjustment as of September 1 in the school year immediately following the completion of said 10 semester hour block of credit with said amount of salary adjustment to be equal to one-third of the salary guide differential between the appertaining classes.

EXHIBIT G

DIFFERENTIALS PAID TO FORT LEE TEACHERS, WHICH ARE AMOUNTS OF MONEY PAID ANNUALLY IN EXCESS OF THE ANNUAL SALARY AS A TEACHER AS CALCULATED FROM THE FORT LEE BOARD OF EDUCATION TEACHERS' SALARY SCHEDULE.

These amounts are paid as a part of annual salary not as an extra bonus:

For Guidance Counselors; Recorded in Salary Guide for Guidance Counselors.

For Psychologists: Recorded in Salary Guide for School Psychologists.

For Learning Disability Teacher-Consultants: \$500.00
For Social Workers: \$500.00

EXHIBIT H

GRANDFATHER CLAUSE FOR SPECIAL EDUCATION TEACHERS

The annual salary for special education teachers whose period of employment as special education teachers within the Fort Lee Public School System was in effect as of June 30, 1974, shall be above the salary such teacher would receive in terms of proper placement as a regular teacher on the teacher's salary guide in the amount of \$500 for whatever period of employment postdating June 30, 1974 said teachers shall be continued in service as special education teachers within the Fort Lee Public School System.

EXHIBIT I

CLASSROOM INSTRUCTIONAL AIDES

Classroom instructional aides shall be paid at the following rates:

1990-1991 school year	\$13.39 per hour
1991-1992 school year	\$14.62 per hour
1992-1993 school year	\$15.97 per hour

Instructional aides shall receive ten sick days per year but no other provisions of this contract shall be applicable.

EXHIBIT J

SUMMER SCHOOL TEACHERS

Those persons hired to teach in the summer school shall teach two classes per day and shall be paid for the summer school session as follows:

1990-1991 school year	\$2,191
1991-1992 school year	\$2,393
1992-1993 school year	\$2,613

The other provisions of this contract are not applicable to summer school employees.

SCHEDULE B-1

COCURRICULAR ACTIVITIES SALARY GUIDE

<u>Type</u>	<u>1990-1991 School Year</u>	<u>1991-1992 School Year</u>	<u>1992-1993 School Year</u>
Class A Activities	\$ 775	\$ 846	\$ 924
Class B Activities	\$1,152	\$1,258	\$1,374
Class B-1 Activities	\$1,734	\$1,894	\$2,068
Class C Activities	\$2,308	\$2,520	\$2,752
Special Activities			
Cheerleader Chaperone	\$ 37.30/nt	\$ 40.73/nt	\$ 44.48/nt
Marching Band Coordinator	\$ 25.16/hr not to exceed \$2,112	\$ 27.47/hr not to exceed \$2,306	\$ 30.00/hr not to exceed \$2,518
Tech. Adv. to Comm. Groups	\$ 19.50/hr	\$ 21.29/hr	\$ 23.25/hr
Chorus Director	\$ 20.10/hr	\$ 21.95/hr	\$ 23.97/hr
Student Asst. to Chor. Dir.	\$ 7.56/hr not to exceed 25 hrs.	\$ 8.26/hr not to exceed 25 hrs.	\$ 9.02/hr not to exceed 25 hrs.
Rec. Coordinators, M.S., H.B.	\$ 11.43/hr not to exceed \$2,188	\$ 12.48/hr not to exceed \$2,389	\$ 13.63 not to exceed \$2,609

SCHEDULE B-2

COCURRICULAR ACTIVITIES BONUS
GUIDE FOR THE SCHOOL YEAR 1990-1991

CLASS A ACTIVITIES - \$775

Freshman Class Advisor
Future Teachers of America
Pioneer (Art & Layout)
Pioneer Business Advisor
Sophomore Class Advisor
International Thespian Society
Italian Club
Italian Honor Society
Key Club
Modern Music Masters
National Honor Society
Spanish Club
Academic Decathlon
Armenian Club
Art Honor Society
Asian Club
Camera Club
Computer Club
French Club
Greek Club
Hebrew Club
SADD Advisors

Science Club - M.S.
Library Council - M.S.
Computer Club - M.S.
Dramatics - M.S.
Industrial Arts Club - M.S.
Foreign Language Club - M.S.

CLASS B ACTIVITIES - \$1,152

All-City Bank
All Borough Orchestra
Assistant Cheerleader Advisor
Baton Twirlers
Color Guard
Fort Lee-der Advisor
High School Technical Advisor
Junior Class Advisor
Math League
Pioneer Advisor
Science League

Speech and Debate
Voice (Art & Layout)
Voice (Literary)

Band Leader - M.S.
Chorus Director - M.S.
Intermedia (Art) - M.S.
Intermedia (Literary) - M.S.
Student Council Advisor - M.S.
Yearbook Club Advisor - M.S.

CLASS B-1 ACTIVITIES - \$1,734

Senior Class Advisor
Future Business Leaders of America
Elementary Fine Arts Coordinator, K-6
Right-to-Know Program Coordinator
Social Problem Solving Coordinator

CLASS C ACTIVITIES - \$2,308

Cheerleader Advisor
Band Director (+ \$800 bonus)
Chorus Director
Drama Director
Secondary Fine Arts Coordinator, 7-12
Student Council Advisor

COCURRICULAR SPECIAL ACTIVITIES

Cheerleader Chaperone at all J.V. and Varsity Basketball Games at \$37.30 per night
Marching Band Coordinator at \$25.16 per hour not to exceed \$2,112
Technical Advisor to Community Groups at \$19.50 per hour

1. Chorus Director at \$20.10 per hour
2. High School student to be chosen and assigned by Choral Director at \$7.56 per hour not to exceed 25 hours

Recreation Coordinators at \$11.43 per hour not to exceed \$2,188

1. Middle School
2. High School

SCHEDULE D-1

RECREATION INSTRUCTION FOR AFTER SCHOOL HOURS

FOR THE SCHOOL YEARS 1990-1991, 1991-1992, 1992-1993

For physical recreation instruction of boys and girls of the Fort Lee Borough Schools with a minimum instructional service of 200 hours per school year. This total compensation is proratable on a time basis whenever there is more than one instructor or whenever one instructor does not fulfill the time allotment required.

	<u>First Year and Maximum</u>	<u>Second Year and Maximum</u>
1990-1991	\$1,992 (= \$ 9.95 per hour)	\$2,286 (= \$11.04 per hour)
1991-1992	\$2,175 (= \$10.87 per hour)	\$2,496 (= \$12.06 per hour)
1992-1993	\$2,375 (= \$11.87 per hour)	\$2,726 (= \$13.17 per hour)

It is agreed that a written certification to the effect that the minimum hours as stated above for athletic personnel must be submitted to the Secretary of the Board of Education by the Director of Athletics before payment shall be made.